

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Release Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		04/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SFM, LLC		
Street Address:	11811 N. Tatum Blvd.		
Internal Address:	Suite 2400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85028		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3441913	GREAT THINGS FOR A GREAT LIFE	
Registration Number:	4217690	HEALTHY LIVING FOR LESS!	
Serial Number:	85197617	SECRET STASH	
Registration Number:	3322841	SPROUTS	
Registration Number:	2798632	SPROUTS FARMERS MARKET	
Registration Number:	4002187	SPROUTS FARMERS MARKET	
Registration Number:	3730903	SPROUTS FARMERS MARKET HEALTHY LIVING FO	
Registration Number:	3748830	SPROUTS FARMERS MARKET HEALTHY LIVING FO	
Registration Number:	2924760	SPROUTS FARMERS MARKET	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.			

OP \$240.00 3441913

Phone:	2023704761
Email:	tfahey@nationalcorp.com
Correspondent Name:	Thomas Fahey
Address Line 1:	1100 G Street NW, Suite 420
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	F144427
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	04/24/2013
<b>Total Attachments: 3</b> source=Trademark.Release.SFM, LLC.sent for filing#page2.tif source=Trademark.Release.SFM, LLC.sent for filing#page3.tif source=Trademark.Release.SFM, LLC.sent for filing#page4.tif	

**INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT is dated as of April 23, 2013 (the “***IP Security Release***”) and executed and delivered by Jefferies Finance LLC, as administrative agent and collateral agent (in such capacity, the “***Administrative Agent***”) for the Lenders (as that term is defined in the Credit Agreement dated as of April 18, 2011 (as amended by the First Amendment and Incremental Assumption Agreement dated as of April 19, 2012)(the “***Credit Agreement***”) among Sprouts Farmers Markets, LLC, Sprouts Farmers Markets Holdings, LLC, the Lenders party thereto from time to time, the Administrative Agent and the other parties party thereto), in favor of SFM, LLC (the “***Grantor***”). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the IP Security Agreement (as defined below).

WHEREAS, pursuant to a certain Trademark Collateral Agreement dated as of April 18, 2011 (the “***IP Security Agreement***”), the Grantor granted to the Administrative Agent a lien on and security interest in and to all of the Grantor’s right, title and interest in and to certain Trademarks (including without limitation those identified on Schedule A hereto), all goodwill associated with such Trademarks, and all proceeds of any and all of the foregoing (collectively, the “***Trademark Collateral***”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on April 22, 2011 on reel 004527 frame 0322; and

WHEREAS, the Administrative Agent desires to release its lien on and security interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereby states as follows:

SECTION 1. Release of Security Interest. The Administrative Agent does hereby release, relinquish and discharge its lien on and security interest in and to the Trademark Collateral and convey to the Grantor, any and all interest the Administrative Agent may have in the Trademark Collateral.

SECTION 2. Execution in Counterparts. This IP Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this IP Security Release.

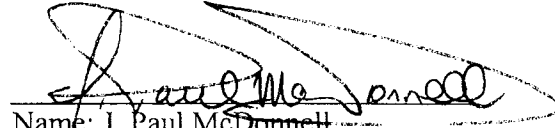
SECTION 3. Governing Law. This IP Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Release to be duly executed and delivered by its duly authorized officer as of the date first above written.

JEFFERIES FINANCE LLC

By:

A handwritten signature in black ink, appearing to read "J. Paul McDonnell", is written over a horizontal line.

Name: J. Paul McDonnell

Title: Managing Director

Schedule A

<u>Trademark</u>	<u>Status / Number</u>
Great Things for a Great Life	Registered / 3,441,913
Healthy Living for Less!	Registered / 4,217,690
Secret Stash	Pending / Application No. 85/197,617
Sprouts	Registered / 3,322,841
Sprouts Farmers Markets	Registered / 2,798,632
Sprouts Farmers Markets (and design)	Registered / 4,002,187



Sprouts Farmers Market Healthy Living For Less

Registered / 3,730,903

SPROUTS FARMERS MARKET  
HEALTHY LIVING FOR LESS

Sprouts Farmers Market Healthy Living for Less!  
(Stylized and/or Design)

Registered / 3,748,830



Sprouts Farmers Market (and design)

Registered / 2,924,760

